

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHES CITY COUNCIL MEETING

JUNE 23, 2014

5:30 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JUNE 9, 2014**
5. **GUEST SPEAKER – MEGHAN SYLVIA, ADOPT-A-BLOCK DIRECTOR
FAITH FAMILY CHURCH**
6. **PLANNING & ZONING – FINAL:**
#025 Stamey Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 5 Of East Broadmoor Subdivision, Unit #2, Less 0.011 Acre To Highway Department From B-3 To Additional B-A Zoning To Sell Beverages Of High & Low Alcoholic Content For Consumption On Premise (109 South Dr) Yolanda Esparza

MOTION TO ADD ORDINANCE NO. 027 OF 2014 TO THE AGENDA
7. **PLANNING & ZONING – INTRODUCTION:**
#027 Mims Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Serviced, Fixing Hearing Date And Appointing Curator To Represent Absentees
8. **ORDINANCE–FINAL:**
#024 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Corrections Corporation Of America Whereby The City Of Natchitoches And The Corrections Corporation Of America Will Cooperate And Participate In A Program Wherein The Corrections Corporation Of America Will Provide Labor To Produce Hanging Baskets And Other Floral Displays For The City Of Natchitoches And The City Of Natchitoches Will Reimburse Start Up Costs, Provide Plants And Provide Instruction To Inmates

9. **ORDINANCE- INTRODUCTION:**

#026 Mims Ordinance Accepting And Approving The Final Amended And Restated Power Supply Agreement Between Cleco Power LLC And The City Of Natchitoches, In Order To Extend The Power Supply Contract Between Cleco Power LLC And The City Of Natchitoches Dated April 1, 2010, For The Continued Sale Of Power And Energy Between Cleco Power LLC And The City Of Natchitoches, Louisiana And Authorizing The Mayor, Lee Posey, To Execute The Amended And Restated Power Supply Agreement

10. **RESOLUTIONS:**

#064 Morrow Resolution Authorizing The Mayor, Lee Posey, To Execute A Standard Form Of Agreement Between Owner And Engineer For Professional Services Related To Upgrades At The Natchitoches Water Treatment Plant Under Which Schuler Consulting Company Will Provide Professional Services To The City Of Natchitoches, Louisiana

#065 Payne Resolution To Appoint Gene Spillman And Peyton Cunningham To Fill The Vacancy Created By Luke Frederick On The Waterworks District #1 Board Of Directors For The City Of Natchitoches

11. **ANNOUNCEMENTS:**

- The next scheduled City Council meeting will be **July 14, 2014**.
- The Offices of the City of Natchitoches will be **CLOSED Friday, July 4, 2014** in honor of Independence Day

12. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JUNE 23, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, June 23, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: None

Absent: Councilman Larry Payne

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Nielsen was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the June 9, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

| | |
|-----------------|--------------------------------------|
| Ayes: | Nielsen, Mims, Stamey, Morrow |
| Nays: | None |
| Absent: | Payne |
| Abstain: | None |

Mayor Posey asked everyone to remember the Weaver Family and the Natchitoches Police Department as Mr. Randy Weaver passed away Friday, June 20, 2014 of a heart attack. Visitation will be tonight at the Blanchard St. Denis Funeral Home and the funeral will be held at the Events Center Tuesday, June 24th at 10:00 a.m.

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 025 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 5 OF EAST BROADMOOR SUBDIVISION, UNIT #2, LESS 0.011 ACRE TO HIGHWAY DEPARTMENT FROM B-3 TO ADDITIONAL B-A ZONING TO SELL BEVERAGES OF HIGH & LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE.

(109 South Dr.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of June 3, 2014 that the application of **Yolanda Esparza** to rezone the property described above from B-3 to additional B-A zoning to sell beverages of high and low alcoholic content for consumption on premises (109 South Drive), be **APPROVED**.

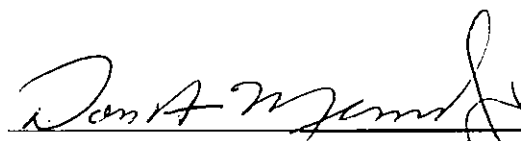
THIS ORDINANCE was introduced on June 9, 2014 and published in the *Natchitoches Times* on June 14, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

| | |
|-----------------|--------------------------------------|
| AYES: | Nielsen, Mims, Stamey, Morrow |
| NAYS: | None |
| ABSENT: | Payne |
| ABSTAIN: | None |

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 23rd day of June, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of June, 2014 at 10:00 A.M.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on June 23, 2014 as follows:

ORDINANCE NO. 027 OF 2014

**AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE
AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT INTO
REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING
NOTICE TO BE SERVED, FIXING HEARING DATE AND APPOINTING
CURATOR TO REPRESENT ABSENTEES**

WHEREAS, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Jewell Mallard & Phoebe J. Taylor
838 Fifth St.
Natchitoches, LA 71457

**Lot 83 of Fleury Plat Being A Lot 50 Ft Front W Side 5th St. By 165 Ft. N By
Mallard, S & W Hughes (834 Fifth St.)**

2. Michael Murphy
1423 Georgia Ann St.
Natchitoches, LA 71457

Lot 13 Blk 1 of Bailey Hgts. Annex (820 July St.)

3. Katrell D. Sheppard & Angela M. Casson
324 East Third St.
Natchitoches, LA 71457

N 1/2 of Lot 12 Block K of East Natchitoches (237 Jean Marie St.)

4. James W. Scarborough
P. O. Box 164
Natchitoches, LA 71457

Lot 16 of Div. of Acreage Lot 22 of S&P Addition (140 Mayfield St.)

5. Doretha Long
C/O Leroy Mudrick
6935 Upper Palermo Rd.
Oroville, CA 95966-0000

Lot 7 Block B of Pinehurst Addition (310 Powell St.)

6. Clairnesha M Roberson & Klairone Coleman
1430 Hill Ave.
Natchitoches, LA 71457

Lots 7 & 8 of Jeansonne's West Natchitoches Subd. (burned mobile home at 840 1/2 Posey St.)

7. City of Natchitoches (adjudicated)
Elinor Ruth Shows
1506 Salter St.
Natchitoches, LA 71457 (located owner, Barbara Miller @ 358 Gay Village Rd.
Natchitoches, LA 71457)

Lot 8 Block B of Pinehurst Add. (314 Powell St.)

Mrs. Fowler stated each owner was sent a certified letter, but two letters have not been signed for as of today. Those two individuals are J.W. Scarborough and the Coleman/Roberson family. This ordinance will layover for 30 days before a final vote is made. If any of the above mention contact Mrs. Fowler they can come and speak at the next Council Meeting. Mrs. Morrow stated, the lot belonging to Mr. Scarborough, someone wants to make a Boys and Girls Club out of it. Once that person contacts Mr. Scarborough maybe we will hear from him.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 024 OF 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CORRECTIONS CORPORATION OF AMERICA WHEREBY THE CITY OF NATCHITOCHES AND THE CORRECTIONS CORPORATION OF AMERICA WILL COOPERATE AND PARTICIPATE IN A PROGRAM WHEREIN THE CORRECTIONS CORPORATION OF AMERICA WILL PROVIDE LABOR TO PRODUCE HANGING BASKETS AND OTHER FLORAL DISPLAYS FOR THE CITY OF NATCHITOCHES AND THE CITY OF NATCHITOCHES WILL REIMBURSE START UP COSTS, PROVIDE PLANTS AND PROVIDE INSTRUCTION TO INMATES.

WHEREAS, the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as "City") desires to reduce the cost associated with the hanging basket displays and other floral arrangements in the City of Natchitoches; and

WHEREAS FURTHER, the Corrections Corporation of America (sometimes hereinafter referred to as "CCA") desires to offer a training program in the preparation of hanging baskets and other floral arrangements to inmates at the Winn Correctional Facility, (sometimes hereinafter referred to as "facility"); and

WHEREAS FURTHER, the City and CCA have entered into Cooperative Agreements in the past with good results for both parties; and

WHEREAS FURTHER, CCA has agreed to provide the labor for the production of hanging baskets and other floral displays for display in the City and the City has agreed to provide training to inmates at the facility and to reimburse start up costs and costs of plants; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the arrangement with CCA will help lower the cost associated with hanging baskets and other floral displays and would thus be beneficial to the welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City and specifically has the right to enter into cooperative agreements; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the CCA for the preparation of hanging baskets and other floral arrangements for the City under the terms and conditions set forth in the attached Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed Cooperative Endeavor Agreement and has approved same; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the Cooperative Endeavor Agreement with the Corrections Corporation of America for the preparation of hanging baskets and other floral arrangements for the City.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

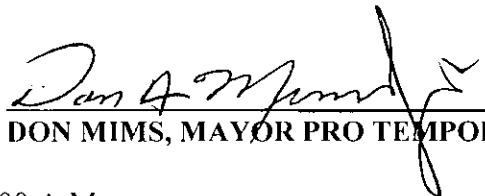
THIS ORDINANCE was introduced on June 9, 2014 and published in the *Natchitoches Times* on June 14, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

| | |
|-----------------|--------------------------------------|
| AYES: | Nielsen, Mims, Stamey, Morrow |
| NAYS: | None |
| ABSENT: | Payne |
| ABSTAIN: | None |

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 23rd day of June, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of June, 2014 at 10:00 A.M.

**AGREEMENT
BETWEEN
THE CITY OF NATCHITOCHES
AND
CCA OF TENNESSEE, LLC
WINN CORRECTIONAL CENTER
A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
STATE OF LOUISIANA**

This Agreement is made by and between **THE CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, hereinafter referred to as "**CITY**" with address of Post Office Box 37, Natchitoches, Louisiana 71457, represented herein by Lee Posey, Mayor, duly authorized to execute this Agreement by Ordinance No. 024 of 2014, *a certified copy of which is attached hereto and made a part hereof*, and **CCA OF TENNESSEE, LLC, WINN CORRECTIONAL CENTER, A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, STATE OF LOUISIANA**, hereinafter referred to as "**CCA**" or "**Contractor**", represented herein by its duly authorized undersigned officers and/or agents,

BOTH OF WHOM DECLARED AS FOLLOWS:

I. PURPOSE:

This Agreement is entered into for the express purpose of establishing a work assignment of inmates to work for the CITY to assist in the labor needed for the production of hanging baskets and other floral displays for the CITY. CCA will not perform any work that would be covered by any previous contract with an outside organization or union. Said work is to be done by CCA, as funds are available.

II. AUTHORITY:

Louisiana R.S. 15:832.

III. AGREEMENT:

It is understood that the inmate labor provided by CCA are not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there is no free worker displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or Parish benefits such as insurance, retirement or leave.

IV. TERMS:

The terms of this agreement shall be specifically related to labor for the production of hanging baskets and other floral displays for the CITY. In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/CCA may immediately suspend the terms of this agreement during the existence of the emergency without prior notice to the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as is practicable. This agreement shall commence on July 1, 2014 and will terminate on June 30, 2015. This agreement may be renewed for additional one (1) year terms each year thereafter upon both parties providing written intentions to renew at least thirty (30) days prior to July 1 of each year. The Agreement may be terminated by mutual agreement of both parties, CCA and the CITY, in writing and with authoritative signatures of both parties, and as otherwise set forth in Subsection C.7 below.

As a cooperative effort between the Department of Public Safety and Corrections, CCA Winn Correctional Center, and the CITY of Natchitoches for the purpose of achieving benefit for the parties and the State of Louisiana, the following agreements are made.

A. The City of Natchitoches agrees to:

1. Assign fully qualified and experienced employees to provide the technical directions for CCA work supervisor on all programs undertaken within the terms of this agreement.
2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or CCA employee, nor furnish any other items or substance prohibited by CCA.
3. Provide all essential tools, equipment, safety equipment and/or specialty protective clothing, training and material to conduct the project work to be performed by the inmates except when agreed upon in advance that CCA will furnish all or port of the tools, equipment and materials for specified projects.
4. Provide training to inmates at the facilities for the production of hanging baskets and growing of plants for display in the City.
5. Provide all plants, planting materials, containers and start-up costs for production of plant growth and arrangements.
6. The City of Natchitoches is responsible for the pickup and distribution of finished baskets.

B. CCA Winn Correction Center agrees to:

1. Provide all labor associated with growing, maintaining and production of plants as part of the training program under the direction of the City of Natchitoches Horticulturist of the staff of CCA.
2. Furnish inmates assigned to the horticulture class appropriate instruction and promoting growth of plants.
3. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, race, religion, color or national origin.

4. Meet the compliance requirements of Executive Order 11755.
5. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Finance Director, Post Office Box 37, Natchitoches, Louisiana 71458-0037.

C. It is mutually agreed:

1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work and financial plan prepared prior to July 1, 2014 through June 30, 2015 and then annually prior to July for each coming year.
2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit.
4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by CCA. The CITY shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals engaged in any activity conducted under this agreement, unless caused by the negligence of the CITY, its employees or agents.
5. Both parties agree and understand that should an assignment inmate trainee opt for "Double Good Time" as provided by L.A.R.S. 15:571.14, that in effect results in diminution of sentence, said wages earned by affected trainee will be deposited in the Inmate Welfare Fund for the betterment of all trainees assigned to CCA Winn Correctional Center.
6. In accordance with Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. Included in the regulation are the SEXUAL ASSAULT AND SEXUAL MISCONDUCT WITH INMATES Acknowledgement form and the Louisiana Criminal Code: La. R.S. 14: 134 Malfeasance in Office Form, both to be signed by the Contractor and made a part of the contract. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulation as modified or amended.

Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Office of the Governor, Division of Administration, Department of Public Safety and Corrections/Corrections Services Internal Audit Division, Office of the Inspector General, Federal Government and/or other such designated body the right to inspect, review, and audit all books and records, including those of subcontractors, (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the services rendered under this agreement, (including any and all documents, data, and other materials, in whatever form they may be kept, which support or underlie those books and records). This right extends to all books, records, and data kept by or under the control of the

Contractor, including but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. The Contractor further grants full, unrestricted access to all necessary personnel and resources, and will cooperate fully during such inspections, reviews, and audits.

The Contractor agrees such inspections, reviews, and audits may be conducted during normal business hours at the business location(s) where such books, records, and data are maintained and/or stored. Those performing such inspections, reviews, and audits are granted direct access to all data pertaining and supporting services under this agreement, and have a right to use general audit software and other reporting tools against the data files and/or databases. The Contractor further grants the right to audit the Contractor's disaster recovery, and business continuance plans to ensure all books, records, and data will be sufficiently protected in the event of a prolonged outage or disaster.

Contractor is expected to comply with federal and/or state laws regarding an audit of its operation as a whole or of specific program activities. If an audit is performed within the agreement period, for any reason, a copy of the audit engagement letter and final audit report shall be sent to the Office of the Louisiana Legislative Auditor, Office of Inspector General, Department of Public Safety & Corrections/Corrections Services Internal Audit Division, and Department of Corrections Procurement and Contractual Review Division.


7. Either party may terminate this agreement at any time by providing written notice to the other party.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this agreement this day the 24 th day of June, 2014:

CITY OF NATCHITOCHES


LEE POSEY, MAYOR

CCA OF TENNESSEE, LLC


TIM KEITH, WARDEN

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS


THOMAS C. BICKHAM, III, DIRECTOR

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on June 23, 2014 as follows:

ORDINANCE NO. 026 OF 2014

AN ORDINANCE ACCEPTING AND APPROVING THE FINAL AMENDED AND RESTATED POWER SUPPLY AGREEMENT BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES, IN ORDER TO EXTEND THE POWER SUPPLY CONTRACT BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES DATED APRIL 1, 2010, FOR THE CONTINUED SALE OF POWER AND ENERGY BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES, LOUISIANA AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE THE AMENDED AND RESTATED POWER SUPPLY AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") operates a municipal electric utility for the purpose of providing electric power to its residential, governmental, commercial and industrial customers; and

WHEREAS FURTHER, the City provides generation, transmission, and distribution services within and without the city limits; and

WHEREAS FURTHER, the City and Cleco power, LLC (sometimes hereinafter "Cleco"), previously negotiated and entered into a Power Supply Agreement dated April 1, 2010, which said agreement was approved b Ordinance No. 9 of 2010; and

WHEREAS FURTHER, in a desire to provide for lower utility rates for its customers and to provide for certainty in future rates, the City and Cleco negotiated a blend and extend contract with Cleco, and Cleco then prepared and submitted a Proposal and Term Sheet for Extension of the Power Supply Agreement, which the City Council approved by Ordinance No. 9 of 2014; and

WHEREAS FURTHER, an Amended and Restated Power Supply Agreement (sometimes hereinafter "Agreement") between Cleco and the City has now been drafted and submitted to the City Council for final approval in accordance with Ordinance No. 9 of 2014 and the City Council has reviewed the Agreement and believes that it is in the best interest of the City to enter into the Agreement and desires to authorize the Mayor of the City of Natchitoches to execute same on behalf of the City; and

NOW, THEREFORE, BE IT ORDAINED by the City Council in legal session convened, that the said Amended and Restated Power Supply Agreement between Cleco Power, LLC and the City of Natchitoches dated June 1, 2014, be and the same is hereby approved.

BE IT FURTHER ORDAINED that the Mayor, Lee Posey, is hereby authorized and empowered to represent the City of Natchitoches and to execute said Amended and Restated Power Supply Agreement between Cleco Power, LLC and the City of Natchitoches dated June 1, 2014 on behalf of the City, a copy of which Agreement is hereby attached and made a part of this Ordinance.

BE IT FURTHER ORDAINED that the Mayor, Lee Posey, is hereby authorized and empowered to do all other things necessary or proper in the premises.

THIS ORDAINANCE was introduced at a regular meeting of the City Council held on the 23rd day of June, 2014.

AMENDED AND RESTATED POWER SUPPLY AGREEMENT

BETWEEN

CLECO POWER LLC

AND

THE CITY OF NATCHITOCHES

Dated: June 1 , 2014

Table of Contents

| | |
|---|----|
| ARTICLE I | 4 |
| DEFINITIONS | 4 |
| Agreement | 4 |
| Balancing Authority | 4 |
| Bankrupt | 4 |
| Billing Month | 4 |
| Business Day | 5 |
| BUYER Resources | 5 |
| BUYER System Facilities | 5 |
| Defaulting Party | 5 |
| Effective Date | 5 |
| Event of Default | 5 |
| FERC | 5 |
| Fuel Charge Adjustment | 5 |
| Full Requirements | 5 |
| Good Utility Practice | 5 |
| Governmental Authority | 6 |
| Interest Rate | 6 |
| MISO | 6 |
| MISO Tariff | 6 |
| NERC | 6 |
| Non-Defaulting Party | 6 |
| Parties | 7 |
| Party | 7 |
| Points of Delivery | 7 |
| Reasonable Diligence | 7 |
| Reliability Coordinator | 7 |
| Reliability Standards | 7 |
| SELLER | 7 |
| SWPA Capacity and Energy | 7 |
| SWPA Contract | 8 |
| Term | 8 |
| Transmission Provider | 8 |
| Transmission Services | 8 |
| ARTICLE II | 8 |
| TERMS AND CONDITIONS OF POWER SUPPLY SERVICE | 8 |
| 2.1 Service Supplied by SELLER | 8 |
| 2.2 Conditions on Service | 8 |
| 2.3 SWPA Capacity and Energy | 9 |
| ARTICLE III | 9 |
| TRANSMISSION SERVICE | 9 |
| 3.1 Transmission Service | 9 |
| 3.2 Buyer System Facilities | 9 |
| ARTICLE IV | 9 |
| OPERATING RESPONSIBILITIES | 9 |
| 4.1 Operating Responsibilities of BUYER | 9 |
| 4.2 Load Shedding | 9 |
| ARTICLE V | 10 |
| METERING | 10 |
| 5.1 Meter Reading | 10 |
| 5.2 Meters, Associated Transformers, and Telemetry Facilities | 10 |
| 5.3 MDMA | 10 |

| | |
|--|----|
| ARTICLE VI | 10 |
| BILLINGS AND PAYMENTS | 10 |
| 6.1 Compensation | 10 |
| 6.2 Payment by BUYER to SELLER | 10 |
| 6.3 Taxes | 11 |
| 6.4 Environmental Regulations | 11 |
| 6.5 Supplemental Payment by SELLER to BUYER | 11 |
| ARTICLE VII | 12 |
| ADDITIONAL PROVISIONS | 12 |
| 7.1 Planning | 12 |
| 7.2 Responsibility for Electricity | 12 |
| 7.3 Continuity of Service | 12 |
| 7.4 Right of Access | 12 |
| 7.5 Hold Harmless Provisions | 13 |
| ARTICLE VIII | 13 |
| EVENTS OF DEFAULT AND REMEDIES | 13 |
| 8.1 Default Defined | 13 |
| 8.2 Remedies for Default | 14 |
| ARTICLE IX | 14 |
| DISPUTE RESOLUTION | 14 |
| ARTICLE X | 15 |
| GENERAL PROVISIONS | 15 |
| 10.1 Governing Law | 15 |
| 10.2 Notice | 15 |
| 10.3 Section Headings Not To Affect Meaning | 16 |
| 10.4 Term | 16 |
| 10.5 Counterparts | 16 |
| 10.6 Amendments | 16 |
| 10.7 Exhibits and Schedules | 16 |
| 10.8 Severability | 17 |
| 10.9 Computation of Time | 17 |
| 10.10 Limitation | 17 |
| 10.11 Waivers | 18 |
| 10.12 Changes in Rates, Charges, Terms, and Conditions | 18 |
| 10.13 Market-Based Rate | 18 |
| 10.14 MISO Changes | 18 |
| 10.15 Regulatory Liability | 18 |
| 10.16 Successors and Assigns | 18 |
| 10.17 Rounding | 19 |
| 10.18 Survivorship of Obligations | 19 |
| 10.19 Force Majeure | 19 |
| 10.20 Representations and Warranties | 19 |
| 10.21 Title and Risk of Loss | 20 |
| 10.22 Independent Parties | 20 |
| 10.23 Jointly Developed Agreement | 20 |
| 10.24 Additional Documents | 21 |
| 10.25 Certification Requests | 21 |
| EXHIBIT A, MONTHLY CHARGES | 22 |
| EXHIBIT A-1, ANNUAL FACILITY CREDIT | 23 |
| EXHIBIT A-2, SUPPLEMENTAL PAYMENT | 24 |
| EXHIBIT B, SAMPLE BILL | 25 |

AMENDED AND RESTATED POWER SUPPLY AGREEMENT

BETWEEN

SELLER POWER LLC

AND

THE CITY OF NATCHITOCHES

THIS AGREEMENT FOR Wholesale Electric Power Service (hereinafter referred to as "Agreement"), made and entered into this 9th day of June, 2014, by and between Cleco Power LLC, an investor-owned utility company engaged in the business of generating, transmitting, distributing, and selling electricity at retail and wholesale in, among other places, certain parts of the State of Louisiana, (hereinafter referred to as "SELLER"), and the City of Natchitoches, Louisiana, a Louisiana municipal corporation (hereinafter referred to as "BUYER"). BUYER and SELLER are referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, BUYER operates a municipal electric utility for the purpose of providing electric power to its residential, governmental, commercial and industrial customers; and

WHEREAS, BUYER provides distribution services within and without the city limits of Natchitoches, Louisiana; and

WHEREAS, SELLER is engaged in the business of providing electric power supplies to wholesale customers within Louisiana;

WHEREAS, effective December 19, 2013, as approved by the LPSC and the FERC, SELLER transferred functional control of its system to MISO and is subject to the MISO Tariff;

WHEREAS, the Parties entered into a wholesale contract on April 1, 2010, providing for SELLER to provide BUYER with full requirements capacity and energy through March 31, 2015; and

WHEREAS, BUYER and SELLER have concluded that it is in the best interests of the Parties to amend and extend the Power Supply Agreement on the terms provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties hereto mutually contract and agree as follows:

ARTICLE I **DEFINITIONS**

The following terms herein shall have the respective meanings set forth below:

Agreement

"Agreement" means this Amended and Restated Power Supply Agreement.

Balancing Authority

"Balancing Authority" means MISO, who is the responsible entity that integrates resource plans ahead of time and maintains load-generation balance within a Balancing Authority.

Bankrupt

"Bankrupt" means, with respect to any entity, that such entity (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, which proceeding or petition is not dismissed, discharged, stayed, or restrained in each case within forty-five (45) days of the institution or presentation thereof; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes bankrupt or insolvent (however evidenced); (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they become due.

Billing Month

"Billing Month" means the time from the date of the period-beginning meter reading and extending through the date of the period-ending meter reading, which readings shall be made approximately every thirty (30) days.

Business Day

"Business Day" means Monday through Friday except for legal holidays recognized by the State of Louisiana.

BUYER Resources

"BUYER Resources" means the SWPA Capacity and Energy.

BUYER System Facilities

"BUYER System Facilities" means the transformers and related wires of BUYER that SELLER may rely on to ensure system reliability.

Defaulting Party

"Defaulting Party" shall have the meaning defined in Section 8.1.

Effective Date

"Effective Date" shall be June 1, 2014.

Event of Default

"Event of Default" shall have the meaning defined in Section 8.1.

FERC

"FERC" means the Federal Energy Regulatory Commission or any successor agency.

Fuel Charge Adjustment

"Fuel Charge Adjustment" or "FCA" means a variable monthly charge applied to all kWh's of Energy delivered under this Agreement, calculated periodically by SELLER, and shall be equivalent to SELLER's then current Transmission Voltage Fuel Cost Adjustment as calculated and filed with the LPSC pursuant the applicable LPSC Fuel Order (LPSC Docket No. U-21497) plus Seller's Transmission Voltage EAC Adjustment as calculated and filed with the LPSC pursuant the applicable LPSC EAC Order (LPSC Docket No. R-29380, Sub-docket A).

Full Requirements

"Full Requirements" means the amount of wholesale firm capacity and energy over and above the SWPA Capacity and Energy as needed by BUYER at the Points of Delivery for BUYER to serve its entire customer load.

Good Utility Practice

"Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts that could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety, and expedition. Good Utility Practice includes due regard for, among other things, the requirements of governmental authorities of competent jurisdiction, agencies such as NERC and any successor organization, regional Reliability Standards and local reliability practices.

Governmental Authority

"Governmental Authority" means (a) any federal, state, local, municipal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency or commission or other authority (including NERC, any regional transmission organization, control area operator, other transmission operator or authority, reliability council and any recognized stock exchange or securities trading market) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power over the Parties or the services to be provided under this agreement.

Interest Rate

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or, if not published on such day, on the most recent preceding day on which published), plus two percentage points (2%) or (b) the maximum rate permitted by applicable law.

MISO

"MISO" means the Midcontinent Independent System Operator, which is the independent system operator, and any of its respective successors and assigns. MISO dispatches generation and operates the transmission system of Cleco and other market participants within the MISO region.

MISO Tariff

"MISO Tariff" means the FERC approved Electric Tariff of MISO, and as same may be amended from time-to-time.

NERC

"NERC" means the North American Electric Reliability Corporation.

Non-Defaulting Party

"Non-Defaulting Party" shall have the meaning defined in Section 8.2.

Parties

"Parties" means SELLER and BUYER, collectively.

Party

"Party" means either SELLER or BUYER, individually.

Points of Delivery

"Points of Delivery" shall be the high voltage side of BUYER's interconnection with SELLER's transmission system at the Dixie Street Electrical Substation, and the high voltage side of BUYER's interconnection with SELLER's transmission system at the St. Maurice Substation, or such other point(s) as agreed to by the Parties from time-to-time.

Reasonable Diligence

"Reasonable Diligence" means at a particular time that degree of dedication to purpose which would be employed by a reasonable and prudent electric utility, which in the exercise of reasonable judgment in the light of the facts known at the time, and the facts which, in the exercise of reasonable care, should be known at the time, that a particular decision is made, to accomplish a desired result at a reasonable cost under the circumstances then existing, consistent with reliability and safety.

Reliability Coordinator

"Reliability Coordinator" means MISO in its capacity as Reliability Coordinator or Security Coordinator or any successor entity, which entity is the highest level of authority responsible for enforcing the reliable operation of the generation resources, transmission lines, neighboring systems, and associated equipment for SELLER, and has the authority to prevent or mitigate emergency operating situations.

Reliability Standards

"Reliability Standards" means the reliability requirements for planning and operating the North American bulk electric power system as set forth by the NERC and that define the functions that must be performed to ensure the dependable operation of the bulk electric power system, as such Reliability Standards may be amended, restated or renamed from time to time.

SELLER

"SELLER" means Cleco Power LLC, an investor-owned utility company engaged in the business of generating, transmitting, and distributing electricity in, among other places, certain parts of the State of Louisiana.

SWPA Capacity and Energy

"SWPA Capacity and Energy" means the capacity and energy that is allocated to BUYER pursuant to the SWPA Contract.

SWPA Contract

"SWPA Contract" means the contract between BUYER and the United States, Department of Energy, Southwestern Power Administration under which BUYER is allocated 2,600 kW of capacity and energy.

Term

"Term" has the meaning assigned in Section 10.4.

Transmission Provider

"Transmission Provider" means MISO pursuant to the MISO Tariff and any other entity that provides transmission services in connection with delivery of the Full Requirements.

Transmission Services

"Transmission Services" means transmission services provided in accordance with the terms of this Agreement.

ARTICLE II
TERMS AND CONDITIONS OF POWER SUPPLY SERVICE

2.1 Service Supplied by SELLER

Beginning on the Effective Date and throughout the term of this Agreement, SELLER agrees to sell to BUYER and BUYER agrees to purchase Full Requirements from SELLER at the Points of Delivery at the costs expressly stated in Exhibit A. It is understood and agreed that the supply of Full Requirements shall be on a priority equal to that of other firm full requirements customers of SELLER.

Beginning on the Effective Date, and continuing throughout the Term, service shall be provided at the rates and charges determined in accordance with Exhibit A, subject to all other terms and conditions contained in this Agreement.

2.2 Conditions on Service

SELLER and BUYER are directly interconnected at the Points of Delivery. BUYER agrees, as a condition to the delivery of energy and capacity pursuant to this Agreement, to enter into and maintain all necessary agreements for interconnection of BUYER's system to SELLER's transmission system at the Points of Delivery. SELLER is under no obligation pursuant to this Agreement to: (i) build or pay for any transmission facilities required to support the interconnection of BUYER's system to SELLER's transmission system or (ii) provide any additional points of interconnection or points of delivery or (iii) pay for any transmission system upgrades, including without exception, any upgrades that may be required to deliver the Full

Requirements to the Points of Delivery, even in the event service cannot be provided through existing transmission facilities.

2.3 SWPA Capacity and Energy

SELLER acknowledges that BUYER is entitled to an allocation of capacity and energy from SWPA. BUYER hereby appoints SELLER to be its agent, and SELLER hereby accepts such appointment, for the purpose of scheduling and coordinating the delivery and dispatch of capacity and energy with SWPA. BUYER shall be responsible for payment to SWPA for BUYER's allocation and to transmission providers that transmit BUYER's SWPA allocation to the Points of Delivery.

ARTICLE III **TRANSMISSION SERVICE**

3.1 Transmission Service

Throughout the term of this Agreement, SELLER shall arrange for the transmission services to deliver BUYER's Full Requirements to the Points of Delivery.

3.2 BUYER System Facilities

SELLER may, from time-to-time, rely on BUYER System Facilities and shall compensate BUYER pursuant to Exhibit A-1, Annual Facility Credit.

ARTICLE IV **OPERATING RESPONSIBILITIES**

4.1 Operating Responsibilities of BUYER

BUYER and SELLER shall exercise Good Utility Practice in maintaining and operating their respective electric utility systems.

4.2 Load Shedding

Prior to the Effective Date, BUYER shall establish load shedding and curtailment procedures consistent with the requirements imposed on Cleco by the MISO Tariff for transmission of energy while maintaining reliable operation of the transmission system. In the event there is an emergency resulting in a shortage of capacity and/or electric energy that requires SELLER to curtail deliveries to its customers, BUYER agrees that upon being notified by SELLER of such requirement to curtail, BUYER shall curtail deliveries to its own customers proportionally to SELLER's actual curtailment of SELLER's load in the affected area. BUYER further agrees that if it fails to curtail service after such notice, SELLER may limit deliveries of capacity and energy to BUYER, including total interruption of the Full Requirements during such emergency. The Parties further agree that irrespective of the above requirement, if either Party's action or inaction results in a directive by the Reliability Coordinator to shed load, the other Party will not be required to curtail deliveries to its customers unless directed to do so by MISO.

ARTICLE V **METERING**

5.1 Meter Reading

The Parties shall cause meters to be read monthly at times agreed upon.

5.2 Meters, Associated Transformers, and Telemetering Facilities

SELLER shall maintain at its own expense the meters and metering equipment required by SELLER at the Points of Delivery and telemetering facilities at the Points of Delivery. SELLER's records of data collected from such meters shall be available at all reasonable times, upon notice, to the duly authorized representatives of BUYER. To the extent not already in place, SELLER shall install and maintain, at SELLER's expense, metering and recording equipment to ensure accurate billing and/or monitoring of energy delivered to BUYER.

5.3 MDMA

SELLER shall act as BUYER's Meter Data Management Agent pursuant to the MISO Tariff.

ARTICLE VI **BILLINGS AND PAYMENTS**

6.1 Compensation

SELLER shall invoice BUYER monthly. The monthly charges payable by BUYER shall be determined in accordance with the rates and charges contained in Exhibit A, subject to all other terms and conditions contained in this Agreement.

6.2 Payment by BUYER to SELLER

BUYER shall make payment to SELLER for the monthly charges billed under this Agreement so that collected funds are available to SELLER within twenty (20) days from the date of the invoice. Payments shall be made to SELLER by wire transfer to the account of Cleco Power LLC as specified in writing by SELLER from time to time or, upon prior notice by BUYER, by check made payable to Cleco Power LLC and drawn upon an account with sufficient readily available funds.

Either Party may, in good faith, dispute the correctness of any invoice or adjusted invoice rendered under this Agreement within twelve (12) months from the date of the invoice or adjusted invoice.

If such Party, in good faith, disputes any part of any statement prior to the due date for payment, the disputing Party shall provide a written explanation of the basis for the dispute and pay the undisputed portion of such statement no later than the due date. Payment of the disputed amount shall not be required until the dispute is resolved. If any amount disputed in good faith is determined to be due, it shall be paid within two (2) Business Days of such determination, together with interest at the Interest Rate from the original due date until the date

paid. Any amount that should be refunded by SELLER to BUYER shall include interest from the date the overpayment was made through the date refunded to BUYER.

Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.2 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made.

Unpaid amounts that are not the subject of a billing dispute and are not paid by the due date for payment shall be subject to interest at the Interest Rate.

6.3 Taxes

Except as specified in Section 6.4 of this Agreement, SELLER shall be obligated to pay all present and future taxes, fees, and levies that may be assessed by any Governmental Authority upon the purchase or sale of the Full Requirements to BUYER covered by this Agreement for which the taxable incident occurs prior to the Points of Delivery. BUYER shall be obligated to pay all present and future taxes, fees, and levies that may be assessed by any Governmental Authority upon the purchase or sale of electricity to BUYER covered by this Agreement for which the taxable incident occurs at or after the Points of Delivery. If BUYER is required by law to remit such taxes to the applicable Government Authority on behalf of SELLER, BUYER shall remit the payment as appropriate and deduct the amount paid on SELLER's behalf from payments due to SELLER under this Agreement. If SELLER is required by law to remit such taxes to the applicable government authority on behalf of BUYER, SELLER shall remit the payment as appropriate and add the amount paid on BUYER's behalf to payments due from BUYER under this Agreement.

6.4 Environmental Regulations

BUYER and SELLER agree that the rates contained in Exhibit A make no provision for the potential effects of new environmental control laws, regulations, or taxes or the additional costs of providing Full Requirements to BUYER resulting from any such laws, regulations, or taxes and any costs associated with emissions allowances, credits, offsets, cap-and-trade programs, or other similar costs with respect to SELLER's generation or purchase of energy for service under this Agreement, provided that in no case shall BUYER be responsible for penalties, fines, or any form of punitive payment assessed against SELLER in connection with complying with any environmental law or regulation, or taxes. BUYER shall pay an allocated share of costs resulting from such new laws, regulations, or taxes enacted or imposed after the Effective Date. A new law is defined as any federal, state or local law enacted after the date of execution of this Agreement by the Parties. BUYER's allocated share of such costs shall be calculated in accordance with the formula or other method approved by the Louisiana Public Service Commission for recovery by SELLER of such costs from SELLER's retail customers, provided that such allocation is non-discriminatory as between wholesale and retail customers. No emission allowances or emission credits, including but not limited to allowances or credits relating to the Clean Air Act Amendments of 1990, or otherwise, shall accrue to BUYER as a result of purchases or sales of capacity and energy from SELLER under this Agreement.

6.5 Supplemental Payment by SELLER to BUYER

SELLER shall pay to BUYER a single, one-time Supplemental Payment as set forth in Exhibit A-2, Supplemental Payment, attached hereto and made a part hereof.

ARTICLE VII

ADDITIONAL PROVISIONS

7.1 Planning

In order to keep SELLER advised of BUYER's future requirements so that SELLER may make provisions for such requirements in its long-range system plans, the Parties shall meet annually prior to June 1 of every year. At such meeting, BUYER shall cooperate with SELLER in its system planning and shall advise SELLER of its anticipated load requirements and BUYER Resources for each of the remaining years of the term of this Agreement. BUYER shall advise SELLER in writing of any material change in BUYER's anticipated load and BUYER Resources by May 15 of each year. BUYER shall also advise SELLER immediately in writing of any anticipated increase or decrease (greater than 5 MW for a single customer load) in BUYER's load. Nothing herein shall alter any rights or obligations BUYER may have pursuant to the requirements of the MISO Tariff with respect to transmission system planning. To the extent that the SELLER is aware of material changes in the Cleco system that may result in costs being allocated to BUYER, including, but not limited to, the costs of transmission upgrades, compliance costs that may be assessed to Cleco, requirements with cost implications imposed by the grid operator or a Governmental Authority, or any other pass-through of costs permitted under this Agreement, SELLER shall inform BUYER.

7.2 Responsibility for Electricity

BUYER assumes all responsibility for electricity at and after the Points of Delivery, and SELLER assumes all responsibility for electricity before the Points of Delivery. It is understood and agreed that neither SELLER nor BUYER assume any responsibility with respect to the construction, installation, insulation, maintenance or operation of the systems of the other or any part thereof and neither SELLER nor BUYER shall, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing or resulting from, in any manner, the receipt, transmission, control, use, application or distribution by the other Party of said electricity. BUYER shall use Reasonable Diligence in maintaining its distribution facilities in proper and serviceable condition, and shall take reasonable steps and precautions for maintaining the services agreed to be performed and received under this Agreement.

7.3 Continuity of Service

SELLER shall use Reasonable Diligence and Good Utility Practices at all times to provide firm Full Requirements service but it does not guarantee uninterrupted service. In no event shall SELLER be liable to BUYER or third parties for loss or damage arising from failure, interruption or suspension of service. SELLER reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable when, in its opinion, the continuance of service to BUYER would endanger persons or property. Except for emergencies, SELLER shall use Reasonable Diligence to provide BUYER with reasonable notice prior to any suspension of service.

7.4 Right of Access

BUYER agrees to provide, obtain or assist SELLER to obtain all necessary authorizations to enable SELLER to have access to property to carry out this Agreement, including rights of access for SELLER's authorized agents or employees to the premises of

BUYER at all reasonable times for the purpose of reading or checking meters, for inspecting, testing, repairing, renewing or exchanging any or all of SELLER's equipment, and for performing any other work incident to rendering the services covered by this Agreement. SELLER shall provide reasonable notice before entering BUYER's property or premises.

7.5 Hold Harmless Provisions

Each Party shall indemnify and hold harmless the other Party from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages to any person or destruction of any property arising in any manner directly or indirectly by reason of the acts of such Party's authorized representatives while on the premises of the other Party under the right of access provided in Section 7.4 of this Agreement.

In no event shall either Party be liable to the other Party, or the other Party's employees, officers or customers, for any indirect, special, incidental, punitive, exemplary, or consequential damages (including, without limitation, liability based upon or damages for loss of profits) or any penalties, fines, assessment, or levies with respect to any claim arising out of this Agreement whether based on law, regulation, contract, tort (including the negligence or the sole negligence of a Party), or otherwise.

BUYER shall indemnify and hold SELLER harmless from and against any claims by or liability to BUYER's customers for consequential loss or damage arising out of any performance or failure to perform under this Agreement. SELLER shall indemnify and hold BUYER harmless from and against any claims by or liability to any SELLER customers for consequential loss or damage arising out of any performance or failure to perform under this Agreement.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.1 Default Defined.

As used in this Article, "Event of Default" shall mean, in relation to a Party (the "Defaulting Party"):

- (a) A Defaulting Party fails to make any payment that is required hereunder to be made to the Non-Defaulting Party when due, and such failure continues for five (5) days after the Non-Defaulting Party gives written notice of such failure to the Defaulting Party;
- (b) Any material representation or warranty given by a Party hereunder is materially false or misleading and is not cured within thirty (30) days after the Party receives written notice thereof from the other Party (the "Non-Defaulting Party");
- (c) The Party fails to perform any of its material obligations hereunder, other than as provided in subsection 8.1(a), and such failure is not excused by Force Majeure and continues for thirty (30) days after the Party receives written notice from the Non-Defaulting Party of such failure; provided, however, with respect to a failure to cure any such obligation other than pursuant to Section 7.5, if a period in excess of thirty (30) days is required to cure such failure, the Defaulting Party shall have such additional amount of time, not to exceed 180 days, as may be necessary to cure such failure provided that the Defaulting

Party uses Reasonable Diligence to remedy such failure; or

- (d) The Party makes an assignment or general arrangement for the benefit of creditors, files a petition in, or otherwise commences any proceedings in, bankruptcy or under similar law, otherwise becomes bankrupt (however evidenced) or is unable to pay its debts as they fall due.

8.2 Remedies for Default

Upon an Event of Default, the Non-Defaulting Party, subject to the provisions of Article IX, may resort to all remedies available at law or in equity, including, without limitation, (i) the termination of service upon receipt of any necessary regulatory approvals, (ii) specific enforcement of the provisions of this Agreement and (iii) the recovery of actual damages except to the extent such damages are waived or limited. If it is necessary for a Party to institute legal proceedings to collect a delinquent bill or invoice, the Defaulting Party shall pay all amounts due and all expenses and costs of collection, including reasonable attorneys' fees, incurred by the Non-Defaulting Party. The payment of that portion of any bill which BUYER may be contesting shall not be construed as waiving BUYER's right to recover the contested portion.

ARTICLE IX DISPUTE RESOLUTION

9.1 The Parties hereto agree (i) to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner, and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.

9.2 If any dispute arises hereunder, such dispute shall be referred by SELLER to a designated senior officer and by BUYER to the designated officer or Utilities Director for resolution upon five (5) Business Days' written notice from either Party. Any dispute involving a claim which is less than \$1.0 million that is not resolved within thirty (30) days or less after notice to the designated officer shall be submitted to binding arbitration in accordance with Section 9.3. Any dispute involving a claim of \$1.0 million or greater may be submitted to binding arbitration in accordance with Section 9.3.

9.3 Disputes shall be submitted to binding arbitration upon notice of a claim (the amount in dispute) given by either Party to the other, except to the extent the Parties are required by Law to resolve such dispute solely before any Governmental Authority, in which case the dispute shall be decided by such Governmental Authority to the extent required by law. Said notice shall include a precise statement of the dispute. Within fifteen (15) Business Days after receipt of such notice of claim, the other Party shall also submit a precise statement of the dispute and make any counter-claim. For disputes of \$1 million or less, the Parties shall agree on a single arbitrator to resolve the dispute. If the Parties are unable within thirty (30) days after the responding Party's statement of the dispute to agree upon an arbitrator, either Party may ask that an arbitrator shall be appointed by the Senior Judge (in service) of the United States District Court for the Western District of Louisiana, Alexandria Division. If such Senior Judge cannot or will not appoint the arbitrator, such arbitrator shall be selected in accordance with the American Arbitration Association Commercial Arbitration Rules. The arbitrator selected to act hereunder

shall be qualified by education and experience to decide the particular controversy in dispute, and shall not have been previously employed by either Party nor have any direct or indirect interest in either Party or the subject matter of the arbitration, unless such conflict has been expressly acknowledged and waived in writing by both Parties. The arbitrator shall promptly request from each Party a written proposal with respect to the resolution of the dispute, each of which proposals must be limited to the resolution of the specific controversy in question and consistent with the limitations on damages and other provisions hereof, and shall be submitted in confidence within fifteen (15) Business Days to the arbitrator and served on the other Party. Not later than thirty (30) days following the submission and service of proposals, the arbitrator shall select without modification the proposal that most fairly resolves the dispute. The written reasoned decision of the arbitrator shall be final and binding upon the Parties hereto and judgment may be entered thereon in any court of competent jurisdiction. It is agreed that (i) all aspects of the arbitration, and any award shall, to the extent permitted by law, be treated as confidential by the Parties and the arbitrator, and (ii) the award and judgment of the arbitrator shall have no binding or precedential effect with respect to any other controversy not before the arbitrator, whether or not similar to or related to the specific controversy decided by the arbitrator. The expenses of arbitration, including reasonable compensation to the arbitrator, shall be borne equally by the Parties hereto, except that each Party shall bear the compensation and expenses of its own counsel and employees.

9.4 Claims in excess of \$1 million shall be resolved by a three-person arbitration panel. Each party shall select a single arbitrator, and the two arbitrators chosen by the parties shall select the third arbitrator. If the two arbitrators chosen by the Parties do not select a third arbitrator within fifteen (15) Business Days of the date on which the second arbitrator is chosen, then the third arbitrator will be selected in accordance with the American Arbitration Association Commercial Arbitration Rules. Excepting the number of arbitrators, all the provisions of Section 9.3 shall apply to claims in excess of \$1 million.

ARTICLE X

GENERAL PROVISIONS

10.1 Governing Law

The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Louisiana except when preempted by the Federal laws of the United States of America. Any dispute arising hereunder which is not otherwise subject to arbitration or required to be brought before a Governmental Authority (such as the Federal Energy Regulatory Commission) shall be heard in a court of competent jurisdiction in Louisiana.

10.2 Notice

Any notice, request, demand, or statement, that may be given to or made upon a Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing unless it is specifically provided otherwise herein, and shall be treated as duly given or made on the day of receipt, if mailed by United States certified mail (postage prepaid, return receipt requested) and properly addressed to the Party to be noticed, or on the day of delivery if personally delivered, as follows:

If the notice is to SELLER: General Manager - Marketing
Cleco Power LLC
2030 Donahue Ferry Road
Pineville, Louisiana 71360

With a copy to: General Counsel
Cleco Power LLC
2030 Donahue Ferry Road
Pineville, Louisiana 71360

If the notice is to BUYER: Mayor, City of Natchitoches
City Hall
P.O. Box 37
700 Second Street
Natchitoches, LA 71458-0037

With a copy to: Director of Utilities
Natchitoches Power & Light
1110 Power Plant Drive
Natchitoches, LA 71457

The names, titles and addresses of either Party in this section may be changed by written notification to the other Party.

10.3 Section Headings Not To Affect Meaning

The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions thereof.

10.4 Term

This Agreement shall become effective on the Effective Date and continue through May 31, 2018.

10.5 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6 Amendments

This Agreement may only be amended by a writing signed by both Parties.

10.7 Exhibits and Schedules

All Exhibits, attachments and schedules that are referred to in this Agreement are incorporated herein and are a part of the Agreement for all purposes.

10.8 Severability

In the event any material term, covenant or condition of this Agreement, or any amendment hereto, or the application of any such term, covenant or condition shall be held invalid, illegal, or unenforceable as to any Party or circumstances by any court or regulatory authority having jurisdiction, SELLER and BUYER shall conduct good faith negotiations for the purpose of reaching a mutually acceptable written agreement to replace the deleted provision(s) with provision(s) that will most nearly accomplish the purpose and intent of the deleted provision(s); provided, however, that the validity or enforceability of the remaining provisions of this Agreement shall not be affected by the invalidity or unenforceability of any other provision of this Agreement, and any provision determined to be invalid or unenforceable shall be deemed severed from the remainder of the Agreement.

10.9 Computation of Time

In computing any period of time prescribed or allowed by this Agreement (other than the beginning and ending dates of a billing month), the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next Business Day.

10.10 Limitation

This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, or entity other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement, their successors in interest, or assigns. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY

PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

10.11 Waivers

A waiver by a Party of a default by the other Party shall not be deemed a waiver of any other or subsequent default.

10.12 Changes in Rates, Charges, Terms, and Conditions

All rates, terms and conditions as specified in this Agreement shall remain in effect in accordance with their terms and shall not be subject to change through application by either Party to FERC pursuant to the provisions of Section 205 or 206 of the Federal Power Act. Absent the agreement of all Parties, the standard of review for changes to any Section, Exhibit, Schedule or attachment in this Agreement proposed by a non-party, or FERC acting *sua sponte*, shall be the most stringent standard permitted by law. The standard of review for any dispute regarding application, interpretation, or operation of this Agreement adjudicated before FERC shall be the just and reasonable standard.

10.13 Market-Based Rate

The Parties agree that SELLER's rates for electric capacity and energy to the Delivery Points contained in this Agreement are market-based rates pursuant to SELLER's FERC-approved market-based-rates-tariff authority.

10.14 MISO Changes

Each Party covenants that, should MISO enact or implement any change in law, rule, regulation, tariff, or practice binding on either Party that materially and adversely affects such Party's ability to perform its obligations hereunder, the Parties shall negotiate in good faith an amendment hereto or take other appropriate action the effect of which is to restore each Party, as closely as practicable, to its position prior to such change. If, within ninety (90) days, the Parties are unable to agree on such amendment or such other appropriate action, each Party will continue to perform its obligations hereunder to the maximum extent possible, taking all reasonable steps to mitigate the effect of such change on each other.

10.15 Regulatory Liability

BUYER agrees that SELLER does not, by virtue of the Agreement or any action taken pursuant to the Agreement, assume any regulatory liability on behalf of BUYER under any federal, state, or local regulatory laws, ordinances, rules, or regulations, including but not limited to liability for compliance with any reporting or disclosure obligations and compliance with any obligations with respect to BUYER'S reliability obligations.

10.16 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto, but neither Party shall assign its interest in the Agreement in whole or in part without the prior written consent of the other Party.

10.17 Rounding

Whenever the provisions of this Agreement require the use of kilowatts or kilowatt hours, the actual kilowatt or kilowatt-hour figure involved shall be adjusted by rounding upward to the next whole kilowatt or kilowatt-hour if the actual figure is 0.5 kilowatt or kilowatt-hour, or higher; or downward to the last whole kilowatt or kilowatt-hour if the actual figure is less than 0.5 kilowatt or kilowatt-hour.

10.18 Survivorship of Obligations

The expiration, termination or cancellation of this Agreement shall not discharge any Party from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability that shall occur or arise prior to or upon such termination. It is the intention of the Parties that any such obligation owed (whether the same shall be known or unknown as of the termination or cancellation of this Agreement) shall survive the termination or cancellation of this Agreement. The Parties also intend that the *indemnification and limitation of liability provisions contained in Section 7.5 hereof shall remain operative and in full force and effect, regardless of any termination or cancellation of this Agreement, except with respect to actions or events occurring or arising after such termination or cancellation is effective.*

10.19 Force Majeure

Neither Party shall be liable to the other Party for failure to perform its obligations under this Agreement when such failure is attributable solely to force majeure. Force majeure shall mean any cause beyond the reasonable control of either Party, including, without limitation, flood, freeze, earthquake, hurricane, tornado, storm, fire, lightning, other acts of God, epidemic, war, acts of a public enemy, acts of terrorism, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbance or dispute, labor or material shortage, sabotage, restraint by court order or other public authority, and action or non-action by, or failure or inability to obtain the necessary authorizations or approvals from, any Governmental Authority, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and by exercise of due diligence it could not overcome. The Party claiming force majeure shall use Reasonable Diligence to restore power supply or other services provided hereunder. Nothing contained herein shall be construed so as to require the Parties to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved, or to seek review of or take an appeal from any administrative or judicial action.

10.20 Representations and Warranties

On the Effective Date, each Party represents and warrants to the other Party that:

- (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (ii) it has or will obtain prior to the commencement of the Term, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (iii) the execution, delivery and performance of this Agreement is within its powers, has been duly authorized by all necessary action and does not violate any of the terms and

conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(iv) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(v) it is not involved as a debtor in voluntary or involuntary bankruptcy proceedings under the United States Code, and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming a debtor in voluntary or involuntary bankruptcy proceedings under the United States Code;

(vi) there is no pending or, to its knowledge, threatened legal proceeding against it or any of its affiliates that could materially and adversely affect its ability to perform its obligations under this Agreement;

(vii) no Event of Default with respect to it has occurred and is continuing, and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

(viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(ix) it has entered into this Agreement in connection with the conduct of its business, and it has the capacity or ability to make or take delivery of all capacity, energy and services referred to herein to which it is a Party.

10.21 Title and Risk of Loss

Title to and risk of loss related to the capacity and energy supplied by SELLER to BUYER under this Agreement shall transfer from SELLER to BUYER at the Points of Delivery. SELLER warrants that it will deliver to BUYER the Full Requirements free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Points of Delivery.

10.22 Independent Parties

This is a contract between two utilities that are contracting independently with respect to the obligations to be performed under this Agreement. Unless it provides expressly to the contrary, no provision of this Agreement shall be construed as creating any agency or other special relationship between the Parties other than that of independent contracting parties.

10.23 Jointly Developed Agreement

For purposes of construction and interpretation of this Agreement, the Parties stipulate and agree that this Agreement and all of its provisions have been negotiated and drafted through the joint efforts of both Parties. Accordingly, neither this Agreement nor any of its provisions shall be construed against either Party.

10.24 Additional Documents

BUYER and SELLER each understand that other documents may need to be executed after closing this transaction and each Party agrees to use its best efforts to execute such documents as soon as practicable after becoming aware of such a requirement.

10.25 Certification Requests

If requested in writing by BUYER, SELLER shall promptly, but in no event more than thirty (30) days after such written request, provide BUYER or its designee with written certification that BUYER is not in default under this Agreement and that SELLER is not aware of any condition or event which, with the giving of notice or the passage of time may become an event of default for which BUYER may be responsible.

IN WITNESS WHEREOF, Cleco Power LLC, and the City of Natchitoches, Louisiana have caused this Agreement to be executed in multiple copies in their names by their respective duly authorized officials as of the date and year first above written.

CLECO POWER LLC

By: _____
Keith D. Crump
Sr VP-Commercial Operations

ATTEST:

CITY OF NATCHITOCHES, LOUISIANA

By: _____

ATTEST:

EXHIBIT A
MONTHLY CHARGES

The monthly invoice shall state the amount of each of the monthly charges and items described, along with the total amount due for the month which shall be the additive total of the monthly charges listed in items 1 through 9, immediately below:

1. Monthly Customer Charge, which shall be \$400.00.
 2. Monthly Demand Charge, which shall be calculated monthly by multiplying the applicable Demand Charge by the Monthly Peak Demand. The Demand Charge shall be \$6.85 per kW at the Points of Delivery. The Monthly Peak Demand shall be calculated as the higher of: (i) the highest peak demand in kilowatts set in June, July, August, or September of the immediately preceding 11 months, or (ii) the highest peak demand in kilowatts in the current month, in both cases after deducting the then current amount of the UCAP (as defined in the MISO Tariff) value assigned to the SWPA Capacity allocation by MISO.
 3. Monthly Energy Charge, which shall be calculated by multiplying (a) the amount of all energy (in kWh) delivered by SELLER (excluding the SWPA Energy) during the calendar month by (b) \$.007 per kWh metered at the Points of Delivery.
 4. SWPA administrative charge of \$1500.00 per month.
 5. Monthly Fuel Charge, which shall be calculated by multiplying: (a) the total number of kilowatt hours of Delivered Energy by (b) the Fuel Cost Adjustment for the Billing Month.
- "Delivered Energy" means the total number of kilowatt hours delivered by SELLER to the Points of Delivery for the month, less SWPA Energy.
6. Any and all charges for transmission associated with BUYER's SWPA Capacity and Energy.
 7. Any past due amounts.
 8. Interest, at the Interest Rate, on any past due amounts.
 9. Any and all charges by the Transmission Provider for delivery of the Full Requirements (excluding the charges for delivery of the SWPA Capacity and Energy) to the Delivery Points shall be stated on each monthly invoice, and then credited in an equal amount.

**EXHIBIT A-1
ANNUAL FACILITY CREDIT**

On the first Business Day of May during each contract year, commencing May 1, 2015, SELLER shall pay BUYER an Annual Facility Credit, in advance for the use of BUYER's System Facilities as follows:

Payment Dates of May 1, 2015 through May 1, 2018:

$(\text{Estimated Total FY kWh} * \$0.0019) - ((\text{Estimated Total FY kWh} - \text{Actual Total kWh}) * \$0.0019)$

Where:

"Actual Total kWh delivered" means the total kWh delivered to the Points of Delivery during the immediately preceeding twelve (12) month period (April 1 through March 31), commencing with the period April 1, 2009 through March 31, 2010, and thereafter always being the year before the most current contract year.

"Estimated Total FY kWh delivered" means a best estimate of the total kWh expected to be delivered to the Points of Delivery during the current forward contract year, commencing April 1 and ending March 31.

In addition to any Annual Facility Credit that may be determined and payable as stated above, between June 1, 2014 and June 30, 2014, SELLER will pay BUYER a one-time Facility Credit payment of \$600,000.

**EXHIBIT A-2
SUPPLEMENT PAYMENT**

In consideration for entering into this Amended and Restated Power Supply Agreement, SELLER shall pay BUYER a one-time Supplemental Payment according to the following formula:

Compute the *Monthly Accrued Savings* for every month commencing November 1, 2013 through May 31, 2014 as follows: (Total Cleco Monthly Charges under Current Rates) – (Total Cleco Monthly Charges under New Rates) = *Monthly Accrued Savings*

THEN sum the *Monthly Accrued Savings* as follows:

November 2013 *Monthly Accrued Savings* + December *Monthly Accrued Savings* + January *Monthly Accrued Savings* + February *Monthly Accrued Savings* + March *Monthly Accrued Savings* + April *Monthly Accrued Savings* + May *Monthly Accrued Savings* = TOTAL *Accrued Savings*.

The Supplemental Payment, as determined above, shall be made by SELLER to BUYER between June 1, 2014 and June 30, 2014.

Cleco Power LLC

P O BOX 69000

Alexandria, LA 71306-9000

EXHIBIT B

Execution Version
Natch-Cleco Amended and Restated
June 2014

City of Natchitoches
P. O. Box 37
Natchitoches, LA 71458

FOR PERIOD:

From: SAMPLE BILL
To: SAMPLE BILL

5000699562001

| METER NUMBER | READING | MULTI-PLIER | KILOWATTS (KW) |
|---------------------|---------|-------------|----------------|
| ACTUAL DEMAND: | | | |
| | | | 44,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| DEMAND FOR BILLING: | | | 60,000 |

| METER NUMBER | READING | | DIFFERENCE | MULTI- PLIER | KILOWATTHOURS (KWH) |
|-----------------------|---------|----------|------------|-----------------|------------------------|
| | PRESENT | PREVIOUS | | | |
| ENERGY: | | | | | |
| PRIMARY MTR: | | | | | |
| 168008238 | | | | | 12,341,000 |
| 168000516 | | | | | 8,677,000 |
| Total KWH: | | | | | 21,018,000 |
| Total KWH: | | | | | |
| RKVAH: | | | | | |
| | 0 | 0 | 0 | 0 | 0 |
| MEASURED POWER FACTOR | | | | | |
| 100% | | | | | |

DEMAND BILLING:

Higher of
[100% of Peak Summer Demand
(September, 2013) or Actual Demand]

60,000

Less SWPA Capacity and Energy Allocation

0

TOTAL DEMAND BILLING 60,000 KW AT \$ 6.85 PER KW = \$ 411,000.00 \$ 411,000.00

Natchitoches Network (Adjustment for XXX, 2009)
MISO Transmission Service

MISO Adj. for a Prior Month #REF!
Transmission Charge \$ -
Schedule 1 \$ -
Schedule 2 \$ -
Schedule 3 \$ -
Schedule 10 \$ -
Schedule 42A \$ -
Schedule 42B \$ -

ENERGY BILLING:

Total Load 21,018,000

Less SWPA 358,000

Total Energy Billed 20,660,000 KWH AT \$ 0.007000 PER KWH = \$ 144,620.00

TOTAL ENERGY BILLING 144,620.00

SUBTOTAL 555,620.00

CUSTOMER CHARGE 400.00

TOTAL LOAD 20,660,000 KWH

FUEL COST ADJ. 20,660,000 KWH AT \$ 0.03316 PER KWH = 685,085.60

EAC - FCA 20,660,000 KWH AT \$ 0.002200 PER KWH = 45,452.00

SWPA ADMINISTRATIVE CHARGE 1,500.00

MISO TRANSMISSION CHARGE 91,089.79

TRANSMISSION CREDIT (91,089.79)

SUBTOTAL 1,288,057.60

ADJUSTMENT FOR MISO TRANSMISSION REFUND

Balance Forward 0.00

TOTAL \$ 1,288,057.60

AMOUNT DUE \$ 1,288,057.60

AMOUNT DUE BY SAMPLE BILL \$ 1,288,057.60

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 064 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE A STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES RELATED TO UPGRADES AT THE NATCHITOCHES WATER TREATMENT PLANT UNDER WHICH SCHULER CONSULTING COMPANY WILL PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NATCHITOCHES, LOUISIANA.

WHEREAS, the City of Natchitoches (CITY) desires to make certain upgrades to the Natchitoches Water Treatment Plant, and has contacted the firm of Schuler Consulting Company (Schuler), an engineering firm, to provide engineering services related to the upgrades; and

WHEREAS FURTHER, Schuler has presented the City with a Standard Form of Agreement between Owner and Engineer for Professional Services (Agreement), under which agreement Schuler will provide professional services to the City; and

WHEREAS FURTHER, having reviewed the attached “Standard Form of Agreement between Owner and Engineer for Professional Services” the City Council of the City of Natchitoches desires to authorize the Mayor to execute the Agreement on behalf of the City;

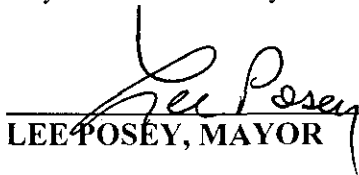
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posey, Mayor, to execute the “Standard Form of Agreement between Owner and Engineer for Professional Services”, between the City of Natchitoches and Schuler Consulting Company.

This Resolution was then presented for a vote, and the vote was recorded as follows:

| | |
|-----------------|--------------------------------------|
| AYES: | Nielsen, Mims, Stamey, Morrow |
| NAYS: | None |
| ABSENT: | Payne, |
| ABSTAIN: | None |

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0

Nays on this 23rd day of June, 2014.



LEE POSEY, MAYOR

SHULER CONSULTING COMPANY

CIVIL ENGINEERING DESIGN & CONSULTING SERVICES

City of Natchitoches, Water Treatment Plant Upgrades
Project Budget (March 2014)

| Item | Description | Quantity | Unit | Unit Price | Extension |
|------------------------|--|----------|------|------------|-------------|
| 1 | 60' x 16' SWD Decant Clarifier Mechanism, WesTech Model No.s CLC25 and DEF12 | 1 | ls | 430,000.00 | \$430,000 |
| 2 | Model 6216 Aquastore Clarifier Tank | 1 | ls | 400,000.00 | \$400,000 |
| 3 | Cast-in-Place, reinforced concrete pump basin | 1 | ls | 60,000.00 | \$60,000 |
| 4 | Quadplex Pump Unit with pumps, motors, controls, floats, housing, and associated items | 1 | ls | 110,000.00 | \$110,000 |
| 5 | Quadplex Pump Unit Suction and Discharge Headers | 1 | ls | 50,000.00 | \$50,000 |
| 6 | Cast-in-Place, reinforced concrete sludge basin (new or expansion) | 1 | ls | 25,000.00 | \$25,000 |
| 7 | Sludge Pump Unit | 1 | ls | 60,000.00 | \$60,000 |
| 8 | Chemical Equipment | 1 | ls | 50,000.00 | \$50,000 |
| 9 | Force Main (Intercept Basin to Clarifier) | 600 | lf | 125.00 | \$75,000 |
| 10 | Electrical Upgrades and Modifications | 1 | ls | 50,000.00 | \$50,000 |
| 11 | Gravity Drainage (Clarifier to Lake) | 500 | lf | 250.00 | \$125,000 |
| 12 | Misc. Site Piping | 1 | ls | 25,000.00 | \$25,000 |
| 13 | Demolition | 1 | ls | 20,000.00 | \$20,000 |
| 14 | Mobilization | 1 | ls | 25,000.00 | \$25,000 |
| Subtotal Construction: | | | | | \$1,505,000 |
| Contingencies: | | | | | \$75,250 |

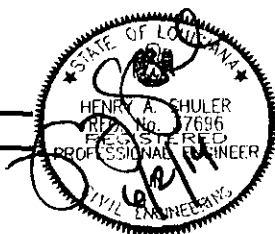
TOTAL ESTIMATED CONSTRUCTION COST **\$1,580,250**

Professional Services:

| | |
|---|--------------|
| Basic Engineering Services inclusive of Grant Management, Project Cost Estimate, Construction Documents and Specifications, Project Bidding and Construction Administration | \$120,500.00 |
| System Improvement Plan | \$10,000.00 |
| Operation & Maintenance Manual | \$10,000.00 |
| Davis-Bacon Monitoring | \$12,000.00 |
| DHIF Legal Counsel (Bonding) | \$25,000.00 |
| City Legal Counsel (Bonding) | \$25,000.00 |
| Topographic Surveying | \$8,000.00 |
| Inspection Services inclusive of wages, mileage & reimbursables | \$47,500.00 |

Subtotal Professional Services: \$258,000.00

TOTAL PROJECT BUDGET **\$1,838,250**



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

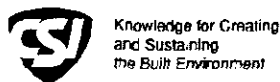
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



This document has been accepted by the
United States Department of Agriculture
Rural Utilities Services, Water and Waste Programs

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. C-710, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SHULER CONSULTING COMPANY

FOR

CITY OF NATCHITOCHES

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723

TABLE OF CONTENTS

| | Page |
|--|------|
| Article 1 – Services of Engineer..... | 1 |
| 1.01 Scope..... | 1 |
| Article 2 – Owner’s Responsibilities..... | 1 |
| 2.01 General..... | 1 |
| Article 3 – Schedule For Rendering Services..... | 2 |
| 3.01 Commencement..... | 2 |
| 3.02 Time for Completion..... | 2 |
| Article 4 – Invoices and Payments..... | 2 |
| 4.01 Invoices..... | 2 |
| 4.02 Payments..... | 2 |
| Article 5 – Opinions of Cost..... | 3 |
| 5.01 Opinions of Probable Construction Cost..... | 3 |
| 5.02 Designing to Construction Cost Limit..... | 3 |
| 5.03 Opinions of Total Project Costs..... | 3 |
| Article 6 – General Considerations..... | 3 |
| 6.01 Standards of Performance..... | 3 |
| 6.02 Design without Construction Phase Services..... | 4 |
| 6.03 Use of Documents..... | 4 |
| 6.04 Insurance..... | 5 |
| 6.05 Suspension and Termination..... | 5 |
| 6.06 Controlling Law..... | 7 |
| 6.07 Successors, Assigns, and Beneficiaries..... | 7 |
| 6.08 Dispute Resolution..... | 7 |
| 6.09 Environmental Condition of Site..... | 7 |
| 6.10 Indemnification and Mutual Waiver..... | 8 |
| 6.11 Miscellaneous Provisions..... | 9 |
| Article 7 – Definitions..... | 9 |
| 7.01 Defined Terms..... | 9 |
| Article 8 – Exhibits and Special Provisions..... | 10 |
| 8.01 Exhibits Included..... | 10 |
| 8.02 Total Agreement..... | 11 |
| 8.03 Designated Representatives..... | 11 |
| 8.04 Federal Requirements..... | 11 |

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June, 2014 ("Effective Date") between

City of Natchitoches ("Owner) and

Shuler Consulting Company ("Engineer").

Owner intends to Water Treatment Plant Renovations inclusive of clarifier, pump station, piping, wet well, electrical,
and related items financed by the Louisiana DHH Drinking Water Revolving Loan Fund.

(“Project”)

Financial assistance for this Project is expected to be provided by LA DHH Drinking Water Revolving Loan Fund and the City of Natchitoches ("Agency"), a governmental entity. Nothing herein creates any contractual relationship between Agency and Engineer.

Owner and Engineer agree as follows

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 60 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice and funds are available for the Project, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be

applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A: If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract, Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- K. All Contract Documents and Applications for Payment shall be subject to Agency concurrence.

6.02 *Design without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract, Funding Agency Edition," (No. C-710, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension.

- 1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.
- B. *Termination.* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual,

shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract, Funding Agency Edition," prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition):
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 - 2. *Agency* – The Federal or state agency named on page 1 of this Agreement.
 - 3. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
 - 4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 - 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes

listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
7. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
8. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
9. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement.
10. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
12. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
13. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
14. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services," consisting of 2 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 5 pages.

- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.
- E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.
- F. Exhibit F, "Construction Cost Limit," consisting of 1 pages.
- G. Exhibit G, "Insurance," consisting of 2 pages.
- H. Exhibit H, "Dispute Resolution," consisting of 2 pages.
- I. Exhibit I, "Special Provisions," consisting of 1 pages.
- J. Exhibit J, "Amendment to Standard Form of Agreement," consisting of 2 pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 12, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit J to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

8.04 *Federal Requirements*

- A. *Agency Concurrence.* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements
- B. *Audit and Access to Records.* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. *Restrictions on Lobbying.* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. *Suspension and Debarment.* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any

Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Natchitoches

Engineer: Shuler Consulting Company

By: Lee Posey

By: Henry Shuler, P.E.

Title: Mayor

Title: President

Date Signed: 6-24-14

Date Signed: _____

Engineer License or Certificate No. 37696

State of: Louisiana

Address for giving notices:

Address for giving notices:

P.O. Box 37

Shuler Consulting Company

Natchitoches, LA 71457

230 Grandview Drive

Chatham, LA 71226

Designated Representative (see paragraph 8.03.A):

Designated Representative (see paragraph 8.03.A):

Bryan Wimberly

Henry Shuler, P.E.

Title: Director of Utilities

Title: President/Project Manager

Phone Number: (318) 357-3850

Phone Number: (318) 249-3030

Facsimile Number: (318) 352-0860

Facsimile Number: (318) 249-3040

E-Mail Address: bwimberly@natchitochesla.gov

E-Mail Address: henryshuler@yahoo.com

AGENCY CONCURRENCE

Agency: N/A

By (Signature): N/A

Typed Name: N/A

Title: N/A

Date: N/A

SUGGESTED FORMAT
(for use with E-510, 2002 Edition)

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the
Agreement between Owner and Engineer for Professional Services
dated June, 2014. *JS*

Engineer's Services

PART 1 – SYSTEM IMPROVEMENT PLAN

A. Engineer shall:

1. Prepare a System Improvement Plan (Report) per DHH-OPH Drinking Water Revolving Loan Fund Program requirements which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution, Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
2. Perform or provide the following additional tasks or deliverables: NONE
3. Furnish two (2) review copies of the Report and any other deliverables to Owner within 120 calendar days of authorization to begin services and review it with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
4. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish two (2) copies of the revised Report and any other deliverables to the Owner 30 calendar days of receipt of Owner's comments. Furnish two (2) copies of the revised Report to DHH-OPH for review and approval per program requirements.

- B. Engineer's services under the System Improvement Plan will be considered complete on the date when the revised Report and any other deliverables have been delivered to the Owner.

PART 2 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

A.2.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate alternate solutions as listed below available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

A.2.02 *Preliminary Design Phase*

- A. After acceptance by Owner and Agency of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

(Ref. Exhibit I.)

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. (Ref. Exhibit I.)
 3. Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
 4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 5. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 6. Perform or provide the following additional Preliminary Design Phase tasks or deliverables. (Ref. Exhibit I.)
 7. Furnish the Preliminary Design Phase documents and any other deliverables to Owner (and Agency, if required) within 45 calendar days of authorization to proceed with this phase, and review them with Owner.
 8. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from Owner (and Agency), as appropriate, and furnish to Owner (and Agency) 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 45 calendar days after receipt of all such comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner (and Agency, if required).

A.2.03 *Final Design Phase*

- A. After acceptance by Owner (and by Agency, if required) of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final

design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: N/A
 5. Prepare and furnish Bidding Documents for review by the Owner, its legal counsel, its other advisors, regulatory agencies, and Agency, within 30 calendar days of authorization to proceed with this phase, and assist Owner in the preparation of other related documents. Bidding documents will comply with Agency's requirements in effect as of the date of Owner authorizing work in this phase.
 6. Revise the Bidding Documents in accordance with comments and instructions from the Owner and Agency, as appropriate, and submit 2 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner and Agency within 60 calendar days after receipt of all such comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.6 have been delivered to and accepted by Owner and Agency.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.2.04 Bidding or Negotiating Phase

- A. After acceptance by Owner and Agency of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.

6. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: N/A
- B. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- C. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A.2.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. **Engineer shall be responsible for recording the construction contractual documents in the local courthouse.**
 2. *Resident Project Representative (RPR).* Unless otherwise notified in writing by Owner, Engineer shall provide the services of Resident Project Representative (RPR) at the Site to assist Engineer and to provide more continuous observations of such work on a full-time basis unless part-time services are expressly approved by Agency and this Agreement is amended accordingly. Engineer will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by Owner and Agency. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B.2.01.O.
 4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
 5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will

determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.23 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be

inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
 - c. Prepare and submit payment requests to DHH-OPH for payment.
16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A.1.05.A.11.
17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, the Agency's representative, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, Agency, and Contractor.
18. *Record Drawings.* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.
19. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: N/A

20. *Final Notice of Acceptability of the Work.* In company with Owner's and Agency's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A.1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.2.06 *Post-Construction Phase*

- A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the adjusting of Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
 3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems. Prepare and submit to DHH-OPH for review and approval a comprehensive Operation and Maintenance (O&M) Manual for the entire water system within 90 calendar days of Final Notice of Acceptability of Work.
 4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables. (Ref. Exhibit I.)
 6. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.
- B. The Engineer shall provide a total of 60 hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase. (Ref. Exhibit I.)
- C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's Correction Period.

PART 3 – ADDITIONAL SERVICES

A.3.01 Additional Services Requiring Owner's Advance Written Authorization and Agency's Concurrence

- A. If authorized in writing by Owner, with Agency concurrence, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services).
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Engineer's Consultants for other than Basic Services, including:
 - a. Hire and be responsible for the billing cost of Davis Bacon Act Administrative Consultant to administer Labor Standard compliance in accordance with the Davis Bacon Act. Submit the name of the Davis Bacon Act Administrative Consultant to DHH-OPH for approval.
 - b. Hire and be responsible for the billing cost of a water treatment consultant for GAC pilot study. Such services shall include testing, labor, equipment, and final recommendation. Carbon drums shall not be paid through this service.
 - c. Hire and be responsible for the billing cost of a professional land surveyor for topographic surveying services for each existing site. Such services shall verify existing site boundaries and provide topographic features of each site for design purposes.
 9. Services attributable to more prime construction contracts than specified in paragraph A.1.03.C.
 10. Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes. (Ref. Exhibit I.)
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A.1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
24. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
25. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
26. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 065 OF 2014

A RESOLUTION TO APPOINT GENE SPILLMAN AND PEYTON CUNNINGHAM TO FILL THE VACANCY CREATED BY LUKE FREDERICK ON THE WATERWORKS DISTRICT #1 BOARD OF DIRECTORS FOR THE CITY OF NATCHITOCHES

WHEREAS, due to the resignation of Mr. Luke Frederick as a member of the Waterworks District #1 Board for many years, the vacancy will need to be filled; and

WHEREAS, The Natchitoches City Council wishes to appoint **Gene Spillman** and **Peyton Cunningham** to fill Mr. Frederick's vacancy on the Waterworks District #1 Board; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Natchitoches does, in legal session convened, hereby appoint **Gene Spillman** and **Peyton Cunningham** as members of the Waterworks District #1 Board of Directors beginning immediately.

This Resolution was then presented for a vote, and the vote was recorded as follows:

| | |
|-----------------|--------------------------------------|
| AYES: | Nielsen, Mims, Stamey, Morrow |
| NAYS: | None |
| ABSENT: | Payne |
| ABSTAIN: | None |

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 23rd day of June, 2014.



LEE POSEY, MAYOR

Mayor Posey stated they had lost a few members and the City was asked to appoint two new members. The Parish Government will be electing someone as well.

Ms. Morrow would like to thank Mr. Mims for coming out Saturday morning for the Juneteenth celebration. She thanked Shirley Small-Rogean, Precious Barber, and Debra Walsh for their services.

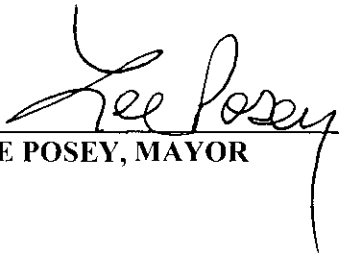
Dallas Russell (Recreation/Community Development) invited the Council and everyone to attend Family Day at the Park this upcoming Saturday, June 28th from 10:00 a.m. – 2:00 p.m. There will be swimming, fun jumps, face painting, hotdogs, snow cones, and cotton candy.

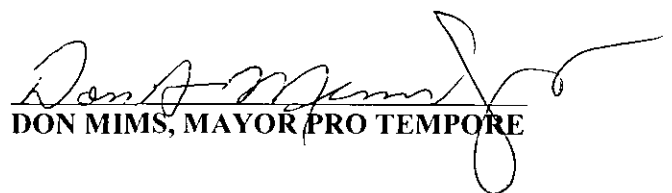
Mr. Stamey reminded everyone of the Celebration on the Cane event which will be July 4th. There will be music and plenty of activities for the children to participate in. He invited everyone to come out and spend the day celebrating the 4th.

The offices of the City of Natchitoches will be closed Friday, July 4, 2014 in honor of Independence Day. The next scheduled City Council Meeting will be Monday, July 14, 2014.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 5:56 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE